

**PARTNERSHIP AGREEMENT**  
**BETWEEN THE**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**  
**AND THE**  
**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**FISH AND WILDLIFE SERVICE**

**I. PURPOSE**

The Natural Resources Conservation Service (NRCS) and the Fish and Wildlife Service (FWS) will work together, in cooperation with other partners, to restore and enhance Gunnison sage-grouse and greater sage-grouse and their habitats and the sustainability of working ranches and farms in the Western United States.

**II. OBJECTIVES**

1. Ensure that NRCS programs and conservation practices will help ameliorate threats and produce significant conservation benefits to sage-grouse and its habitat at the local and landscape scale;
2. Provide certainty that cooperators who voluntarily implement NRCS-sponsored conservation practices that favor sage-grouse will be in full compliance with the Endangered Species Act (ESA) in the event that sage-grouse are ultimately listed as a threatened or endangered species under the ESA;
3. Explore innovative approaches to conservation, restoration, enhancement, and management at all applicable scales;
4. Promote voluntary, proactive, incentive-based approaches to systematically and strategically focus resources of both agencies to achieve our goal; and
5. Expedite conservation on the ground to produce goal-oriented outcomes.

**III. IMPLEMENTATION**

1. Create capacity to implement this agreement through the formation of a national working group/team;
2. Work collaboratively to ensure NRCS conservation practices can ameliorate threats and provide conservation benefits to sage-grouse and their habitats, and otherwise develop the information needed to initiate conferencing under section 7(a)(4) of the ESA; and

3. Conduct a national programmatic review of the effects on sage-grouse of NRCS' conservation practices using the conference procedures of section 7(a) (4) of the ESA.

#### **IV. TERMS and CONDITIONS**

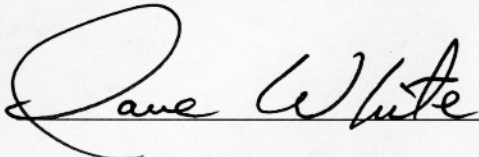
1. This agreement does not affect or modify existing regulations or agency responsibilities and authorities. It specifically does not commit any agency to activities beyond the scope of its mission and authorities under its organic statutes.
2. FWS and NRCS, and their respective officers, will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes in this agreement. Each party will carry out its separate activities in a coordinated professional and mutually beneficial manner.
3. Nothing in this agreement shall obligate FWS and NRCS to expend or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among parties and offices of the parties, will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

#### **V. PROVISIONS**

1. This agreement takes effect upon the signature of the parties and should be reviewed annually to renew commitment and consider needed changes. The agreement may be modified or amended only through the written agreement of all parties. Any party may terminate this agreement by providing a 30-day notice to the other parties.
2. This agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity against NRCS, FWS, their officers or employees, or any other person. It does not direct or apply to any person outside of NRCS or FWS.
3. As a condition of this agreement, all signatory parties assure and certify that this agreement, and any agreements written pursuant to this agreement, will comply with the nondiscrimination provision contained in Title VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscriminatory statutes. They also will be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. 15, Subpart A and B), which provides that no person in the United States shall, on the grounds of race, national origin, age, sex, religion, marital status, or disability be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any

program or activity receiving Federal financial assistance from USDA, or any agency thereof.

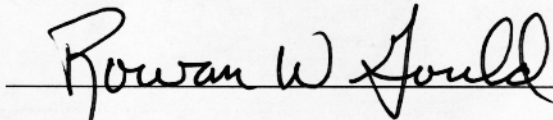
4. All activities conducted under this agreement shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).



DAVE WHITE  
Chief  
Natural Resources Conservation Service

4-13-2010

Date



ROWAN GOULD  
Acting Director  
U.S. Fish and Wildlife Service

4/13/2010

Date